

CAN'T STAND THE LIGHT.

MOSS SAYS RAMAPO COMPANY OFFICIALS ARE IN A QUEER POSITION.

MR. NOSTRAND, THE ENGINEER, PROVES A RECALCITRANT WITNESS—CORPORATION COUNSEL WHALEN'S IDEA OF HIS DUTIES.

Nearly the whole of yesterday's session of the Ramapo Committee was again given up to the Ramapo job. While no new facts were gleaned regarding the identity of those behind the company or its operations, Frank Moss expressed himself as well satisfied with the situation. In an earnest address he said the attitude of the company's officials on the stand plainly demonstrated that they feared the shedding of any light upon their transactions.

Corporation Counsel Whalen appeared before the committee in the morning. The burden of Mr. Moss's examination was whether the witness, in his capacity as Corporation Counsel, did anything to ascertain the legal status of the Ramapo company before approving a contract of such immense importance. Mr. Whalen contended that this was a matter with which he had nothing to do. His only duty in the matter, he said, was to see that the contract was a legal one. As to the legal existence of the company, whether its assets were contained only on paper, its ability to carry out the contract, and the wisdom of the municipality binding itself to such a contract—why, all these were matters outside the province of his office, and therefore he did not concern himself with them.

Justice Truax admitted that he was a stockholder in the Ramapo company, and that he had spoken to Mr. Croker about the corporation. Their conversation, however, he said, was general, and consisted mainly in his telling the Tammany chief that the Ramapo company was a good thing.

Mr. Moss's agents on Wednesday night succeeded in finding Peter E. Nostrand, the engineer of the Ramapo company. Yesterday he was put on the stand and asked to produce the options, specifications and plans which Silas B. Dutcher had previously said were in his possession. He refused absolutely to give them up without the permission of the Board. Mr. Dutcher, who was in court, was called upon by Mr. Moss to instruct the engineer to submit the papers to the committee. Mr. Dutcher declined to do so, whereupon Mr. Moss declared that he was satisfied with the position the Ramapo officials had taken. They had by their own act made it clear to the community that they were afraid of daylight being let upon their company.

DETAILS OF THE HEARING.

Before beginning the taking of evidence before the Ramapo Committee yesterday Frank Moss presented a tabulation of the work done by the Dock Board on treasury orders—orders issued upon the plea of emergency, without public competition. The orders given under this system were as follows, and their value fully bears out Mr. Moss's contention that the law for public bidding has been greatly evaded, and that favored firms have greatly enriched themselves thereby. Nineteen orders to Morris & Cummings, dredging, \$3,489; twenty-nine orders to Naughton & Co., for piles and lumber, \$161,823; twelve to John M. Sheehan, for paving, \$71,886; two to Thomas Nugent, painting, \$1,190; twenty-nine to Edward P. Keating & Co., \$34,432; twenty-nine to E. O. Egan, \$11,164; thirty-four to Murray & Co., \$70,770; thirty to the National Contracting and Supply Company, \$78,000; six orders to H. P. Drew, \$14,620; twenty-one to J. C. Orr & Co., \$10,571; forty to J. M. Foeckel, \$2,831; nine to George W. Plunkett, \$10,363; eleven to John P. Kane & Co., cement, \$63,680; seven to the Uvalde Asphalt Company, \$11,632; fifteen to Martin B. Brown & Co., \$13,280; two to the Sicilian Asphalt Company, \$5,700; thirteen to Carroll Box and Lumber Company, \$2,374; and twenty-two to Brown & Fleming, \$5,204.

John Von Knebel, an asphalt expert, was first called upon as a result of his examination of the asphalt work done by the Uvalde company under the Dock Department's treasury orders he had found the pavement had been badly laid, and there were such deep furrows in the surface that the water did not drain off. A great deal of the work was already in a dilapidated condition.

WHALEN ON RAMAPO.

Then Corporation Counsel Whalen, who has been twice before called without responding to his name, took the stand. He brought with him an original copy of the Ramapo contract. The contract was first brought to him by Mr. Holahan, and before passing upon it he had made various changes in it which he thought were necessary for the protection of the city's interests. Mr. Moss asked him several questions concerning the property owned by the company, its titles and options, but regarding these Mr. Whalen said he knew nothing. The investigation of these matters, he said, was not part of his duty. He had merely to pass upon the legality of the contract. Mr. Moss sought to show an analogy between a counsel's duty in passing upon a title which his client was about to acquire and Whalen's in passing upon the Ramapo contract. It was the present case, Mr. Whalen declared, there was no such analogy, it being his duty merely to pass upon the contract as to form, as some four thousand others are presented to him every year.

"I will take you to your word," said Mr. Moss. "You were to pass upon the legality of it. Now that involves the legal right of the company to make the contract, does it not?"

"It is for others to decide the wisdom and propriety of making it. That is for the Board of Public Improvements. They would, no doubt, find out whether the company is able to carry out the contract."

"But if the corporation had no legal existence, how could its bond be worth anything?"

"Such bond is usually given by some other corporation, not by itself."

"But could the city recover against the bondsmen if the company had no legal existence?"

"It is assumed that, so long as the members of the company are good Republicans, they would go to your bonding company for their bonds, and that this company would satisfy itself of the legality of the corporation's existence," Mr. Whalen answered, somewhat flippantly.

"Is not the right of the company to make a contract a question of law?"

"I don't understand the question."

"Is it just such a question as would be asked of you in a law school?"

"If you asked such a question as that in a law school, the professor would laugh at you."

"And if the professor asked such a question of the student, and he couldn't answer, the professor would mark him down," Mr. Moss retorted, hotly.

Mr. Whalen then volunteered the statement that he thought he understood what Mr. Moss wanted—that was to know what were the Corporation Counsel's duties in the making of contracts. It was his duty, he said, only to advise the city departments whether they had power to make contracts, and not whether the company with which they were negotiating was responsible. Mr. Moss said that this was not a satisfactory reply to the question, but he did not succeed in getting a better one. When forced to a corner, Mr. Whalen found refuge in the contention that the so-called contract was merely an option.

THINKS THE CONTRACT A GOOD ONE.

"Mr. Whalen, you considered the contract a good thing for the city," Mr. Moss asked, switching off to another line of examination.

"I do. Don't you?" answered the witness. "If I can shape my contracts so that the city will get the best of it, I am satisfied. We are not looking after the interests of corporations."

"Would not the contract put the corporation in the power of the Water Commissioner for forty years to come?"

"It would not put any such power in the hands of a single individual."

"Why did you put down the contract as it would protect the corporation from the possibility of blackmail?"

"Well, as it is composed of good Republicans I was not looking after their interests. I was simply interested in protecting the city."

"Why did you not cause the clause providing for a reward of \$50,000 to be put in the contract?"

"Because I was not taking the place of the engineers and the other municipal officers, whose duty it is to arrange such matters."

"Mr. Moss asked the witness several times why the provisions relating to pressure had not been

clearly expressed in legal phraseology, but Mr. Whalen avoided giving direct answers, and was so irrelevant as to draw a rebuke from Mr. Moss. Finally the witness said he supposed that if any changes were needed in the contract they would have been made.

Q—In giving the company the right to represent the city in doing whatever was necessary to carry out the contract, did you think you were protecting the city?—I think it was a good contract.

Q—What does that mean?—I don't know, as I can tell you what it does mean. It is customary to put that in such contracts.

Q—What contract?—There never was a contract like this before.

Q—Do you think you were giving that contract?—Not much of anything. I didn't give it anything.

Q—But the contract did?—A—It's never been made.

Q—Oh, that's simple evasion. Tell me what that phrase means?—A—I don't know what it does mean.

Q—Is it a meaningless clause?—A—I think so.

Q—Why did you leave it in?—A—The contract has never been made.

Q—That's simple evasion. Why did you make that contract?—The contract was submitted to me for my approval as to form only. See? The Board could change it as it desired. See? It wasn't for me to say what should be done with it.

JUSTICE TRUAX CALLED.

Mr. Whalen was temporarily excused to make room for Justice Truax, who had adjourned court for the purpose of testifying. The Justice admitted that he was a stockholder in the Ramapo company. He did not know, however, where the secretary was, or where the books were. Asked if he had ever had any talk with a politician on the subject of Ramapo, Justice Truax said that he had spoken to Mr. Croker about it.

"It was on October 15, 1897," he said, "when a newspaper made an attack on Mr. Croker and me for our connection with the Ramapo company. It was at a dinner. Mr. Croker asked me what this Ramapo matter was that he knew nothing of. I told him it was a good thing. That's all it was. At the dinner on Monday night I was in a box near Mr. Croker, when one of the singers sang something about New-York not being willing to pay for its water. I leaned over to Mr. Croker and remarked that perhaps it would be better if the city paid for less ale and porter."

Q—That was all?—A—Yes.

Q—Did you write to Mr. Croker in England about it?—A—No.

Q—Did you know of the amendments to the bill of 1897?—A—Yes.

Q—Did Mr. Lauterbach draw them?—A—I did. I said that if they were going to have an amendment we might as well have a good one.

Q—What was the purpose of the original bill?—A—I don't know.

Q—Had you anything to do with the preparation of the bill for over a year?—A—No.

Q—I never saw the contract which appeared in the newspapers until they printed it.

Mr. Whalen went on the stand again, and was examined at some length as to his construction of certain sections in the Ramapo contract, but his answers were generally of an evasive character.

He had also been asked by Mr. Moss to produce a list of the judgments by consent entered against the city since January 1, but he asserted that he had not a sufficient number of clerks to get the list prepared without taking them off the necessary work of his office. Mr. Moss did not examine the Corporation Counsel as to his reasons for withholding his approval to the rapid transit bill for over a year. As progress was being made with the rapid transit scheme Mr. Moss said he would not go into the matter.

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that rests upon them. If they do not, as I have said, they are placed by their own act in a position where they will be forced to contend with a company which puts itself in that position.

ONLY OPTIONS AND SURVEYS.

"It has been fairly well established," Mr. Moss remarked, "that this company has no tangible property, and that its assets consist almost entirely of surveys and options."

"That is so," Mr. Moss agreed, "and in the presence of Messrs. Dutcher and Nostrand, and respectable men of repute, I will say that I leave it to them to see that it is their duty to make arrangements to produce the documents for which have been demanded. The city will not be put in a position where it will be able to get away from the natural inference that, will follow, if they live to the age of Methuselah."

Mr. Nostrand also refused to produce the plans, surveys or specifications of dams, conduits and freeways.

Toward the end of the session Mr. Moss turned his attention to the new Building Code, which had been rushed through without time being given to consider, despite protest.

In one had been jammed through one body it was time the committee took it up to prevent it being jammed through another.

Late yesterday the secretary of the Tenement House Committee of the Charity Organization Society, pointed out many vital defects in the new code, he said, favored the builder. The proper construction of buildings, he said, was a much more important matter than the cost of the new code, he said, favored the builder. The proper construction of buildings, he said, was a much more important matter than the cost of the new code, he said, favored the builder.

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